



Embassy of the United States of America

Tokyo, Japan

July 28, 2015

To: Prospective Quoters

Subject: Request for Quotations Number SJA800-15-Q-1034
Digital Video Conferencing (DVC) System Equipment

Enclosed is a Request for Quotations (RFQ) for obtaining furnishing, delivery, and installation of digital video conferencing (DVC) system equipment for Public Affairs Section of U.S. Embassy Tokyo and its American Centers in Japan.

If you would like to submit a quotation, follow the instructions in Section D of the RFQ. Quotations may be submitted by facsimile at 03-3224-5179 and received by no later than 4:00 p.m., Tuesday, August 25, 2015. No quotations will be accepted after this time.

Quoters may submit questions (in English) in regard to this RFQ by 12:00 noon, Monday, August 10, 2015 via facsimile at 03-3224-5179 or e-mail at YoshikawaJX@state.gov. All questions will be consolidated and one response will be prepared and posted on the Embassy's website, the same website from where you obtained the RFQ documents.

As required by U.S. Government's federal acquisition regulation (FAR), prospective quoters shall be registered in the System for Award Management (SAM) database prior to award of a contract. Below is the website link providing additional vendor registration information:

<https://www.sam.gov/portal/SAM/#1#1>

It is understood that no payment will be made for preparation and submission of your quotation.

Thank you in advance for your interest and your time in participating in the RFQ process.

Sincerely,

A handwritten signature in blue ink, appearing to read 'J. Yoshikawa'.

Jin Yoshikawa
GSO/Procurement Unit

Enclosure:
Request for Quotations SJA800-15-Q-1034

REQUEST FOR QUOTATIONS (RFQ) (THIS IS NOT AN ORDER)		THIS RFQ [] IS [<input checked="" type="checkbox"/>] IS NOT A SMALL BUSINESS- SMALL PURCHASE SET-ASIDE (52.219-4)			PAGE 1	OF 1	PAGES 17
1. REQUEST NO. SJA800-15-Q-1034		2. DATE ISSUED July 28, 2015		3. REQUISITION/PURCHASE REQUEST NO. PR4464153		4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	
5A. ISSUED BY GSO/Procurement Unit U.S. Embassy 1-10-5 Akasaka Minato-ku, Tokyo 107-8420						6. DELIVER BY (Date)	
5B. FOR INFORMATION CALL: (Name and telephone no.) (No collect calls)						7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION OTHER (See Schedule)	
NAME Jin Yoshikawa				TELEPHONE NUMBER			
				AREA CODE 03	NUMBER 3224-5756		
8. TO:						9. DESTINATION	
a. NAME			b. COMPANY			a. NAME OF CONSIGNEE (see subsection B.2 of the RFQ)	
c. STREET ADDRESS						b. STREET ADDRESS	
d. CITY			e. STATE		f. ZIP CODE		c. CITY
							d. STATE e. ZIP CODE
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE: August 25, 2015; 4:00 p.m.			IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter				
11. SCHEDULE (Include applicable Federal, State and local taxes)							
ITEM NO. (a)	SUPPLIES/SERVICES (b)			QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
1	Furnishing, delivery, and installation of digital video conferencing (DVC) system equipment in accordance with Section B: Specifications/Work Statement. This RFQ incorporates FAR clause 52.212-4 and provision 52.212-1 by reference.			1	Project		<input checked="" type="checkbox"/>
12 DISCOUNT FOR PROMPT PAYMENT			a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %		d. CALENDAR DAYS NUMBER %
NOTE: Additional provisions and representations [<input checked="" type="checkbox"/>] are [] are not attached.							
13 NAME AND ADDRESS OF QUOTER				14 SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15 DATE OF QUOTATION	
a. NAME AND ADDRESS OF QUOTER (COMPANY) <input checked="" type="checkbox"/> DUNS No.:				<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	
c. COUNTY							
d. CITY				16. SIGNER a. NAME (Type or print)		b. TELEPHONE	
e. STATE				<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	
f. ZIP CODE							
				c. TITLE (Type or print)		AREA CODE	
				<input checked="" type="checkbox"/>		NUMBER	

Section A: Prices

A.1 Scope of Services

(a) The Contractor shall furnish, deliver, and install digital video conferencing (DVC) system equipment for Public Affairs Section of U.S. Embassy Tokyo and its American Centers in Japan in accordance with terms and conditions set forth herein.

(2) The prices listed below shall include all labor, materials, equipment, overhead, profit, and transportation necessary to deliver and install the required items at the U.S. Embassy and the American Centers in Japan.

A.2 Pricing

Furnishing, Delivery, and Installation of Digital Video Conferencing (DVC) System Equipment in accordance with Section B: Specifications/ Work Statement:

(1) Subsection B.3 List of Items to be Purchased -

One Lump Sum: ¥ _____

(2) Installation services for U.S. Government-furnished equipment
(see subsection B.4) -

One Project: ¥ _____

Grand Total: ¥ _____

Note: The U.S. Embassy Tokyo is exempt from Japanese consumption taxes; therefore, such taxes shall not be included in the price nor charged on invoices. After receipt of the Contractor's invoice, the U.S. Government will provide the Contractor with a signed Certificate of Tax Exemption Purchase for Foreign Establishments. (For non-Designated Stores, please visit the following link for registration:

<http://www.nta.go.jp/tetsuzuki/shinsei/annai/shohi/annai/23120184.htm>)

Section B: Specifications/Work Statement

B.1 Scope of Work

The Contractor shall provide all labor, tools, equipment, materials, transportation, and other related services for furnishing, delivering, and installing digital video conferencing (DVC) system equipment for Public Affairs Section of U.S. Embassy Tokyo and its American Centers in Japan as listed below in accordance with terms and conditions set forth herein.

B.2 Delivery Location and Installation

The Contractor shall deliver and install the required DVC equipment to and for the following locations (Note: Point of contact, telephone/facsimile numbers, and e-mail address of each location are to be provided after contract award.):

- (a) Public Affairs Section in U.S. Embassy Tokyo (PAS/Tokyo) - 1-10-5 Akasaka, Minato-ku, Tokyo 105-8420.
- (b) Sapporo American Center (SAP) - Kita 1-jo, Nishi 28 chome, Sapporo, Hokkaido 064-0821.
- (c) American Center Japan (ACJ) - 8F, NOF Tamike Building, 1-1-14 Akasaka, Minato-ku, Tokyo 107-0052.
- (d) Nagoya American Center (NAC) - Nagoya International Center Building, 1-47-1 Nanakono, Nakamura-ku, Nagoya, Aichi 450-0011.
- (e) Fukuoka American Center (FAC) - 8F, Soraria Parkside Building, 2-2-67 Tenjin, Chuo-ku, Fukuoka, Fukuoka 810-0001.
- (f) Public Affairs Section in U.S. Consulate General Naha (PAS/Naha) - 2-1-1 Toyama, Urasoe, Okinawa 901-2101.

B.3 List of Items to be Purchased

- (a) AVAYA, SCOPIA Elite 6110 Multi-Contact Unit (MCU) (internal MCU - HD: up to 10/SD: up to 40 connections) (for PAS/Tokyo) with electric cable, metal fittings, and administrator's manual. MCU shall be capable of interoperating with existing Cisco SX20 (in U.S. Consulate General Osaka-Kobe). H.264 Scalable Video Coding (MPEG4-AVC) and High Profile. MCU shall be a dedicated to video conference system. MCU console shall be compatible with English (KVM) keyboard.

- (b) AVAYA, SCOPIA Elite 6110, Software licensing package
Elite 6110 and manual for administrator
(SCOPIA Management, internal gatekeeper, Scopia Desktop & Mobile)
- (c) Firewall, Netscreen (SSG-140-SH-L1)
For MCU, Management server, and Conference server
- (d) Windows server for management
(Windows server, Fujitsu Primegy RX1330 or equivalent)
Management server shall be dedicated to video conference system only,
Specification:
OS: WindowsServer 2012 R2 Standard
CPU: Xeon 3.10GHz/4 Core minimum
Memory: 8GB minimum
HDD: 500 GB minimum
- (e) SCOPIA, Windows server, Web conference server (desktop server)
(Windows server, Fujitsu Primergy RX1330 or equivalent)
Web server shall be dedicated to video conference system only.
Specifications:
OS: WindowsServer 2012 R2 Standard
CPU: Xeon 3.10GHz/4 Core minimum
Memory: 8GB minimum
HDD: 500 GB minimum
- (f) Security software
- (g) AVAYA SCOPIA XT5000 (for PAS/Tokyo)
Specification: XT5000, zoom camera (5x), boundary microphone, remote controller, cable/connector/electric adaptor
Support 1080P
- (h) Full MCU licensing package (for PAS/Tokyo)
Specification: Multi-point contact capability - up to 9 points, up to 12 Mbps bandwidth booster, 2nd LAN activation
- (i) AVAYA SCOPIA (for SAP, ACJ, NAC, FAC, and PAS/Naha)
Specification: XT4200XT4200, zoom camera (5x), boundary microphone, remote controller, cable/connector/electric adaptor
- (j) Installation - SCOPIA Elite6110 + Management + Desktop server + Mobile
Preparation, installation, checking, and instructions
- (k) Firewall installation (Netscreen)
- (l) Installation - Easy Touch (software for servers)

- (m) Installation - XT 5000 (for PAS/Tokyo)
Set up, testing, and instructions
- (n) Installation - XT 4200 (for SAP, ACJ, NAC, FAC, and PAS/Naha)
Set up, testing, and instructions
- (o) Annual maintenance for Elite6110, SCOPIA Management, desktop server, and Mobile
On site (up to 2 times)
Support by telephone, send back (when it is out of order), software, back up equipment
- (p) Firewall, call support (Netscreen)
- (q) VTV Advanced Care - customized manual (10 pages)
- (r) VTV Advanced Care (remote maintenance service)
For Elite6105/6110/5105/5110
- (s) Annual fee - Easy Touch annual usage fee
- (t) Annual maintenance fee - call support, and spare parts
For XT5000 (for PAS/Tokyo)
- (u) Annual maintenance fee - call support, and spare parts
- (v) Transportation. The Contractor is responsible for transportation (for PAS/Tokyo, SAP, ACJ, NAC, FAC, and PAS/Naha).

B.4 The U.S. Government will provide the following items:

- (a) Shelf that houses the following: MCU, Management server, Web conferencing server, and firewall
- (b) LCD monitor (supports HDMI to connect XT5000 (for PAS/Tokyo) and XT4200 (for SAP, ACJ, NAC, FAC, and PAS/Naha))
- (c) Network for MCU, Management server, Web conferencing server, XT5000 (for PAS/Tokyo), and XT4200 (for SAP, ACJ, NAC, FAC, and PAS/Naha)
- (d) Global IP address for MCU, Management server, Web conferencing server, and fire wall.

The entire installation of the outdoor/indoor units shall be performed in conformity to the standard specifications of the manufacturer.

B.5 Specifications

The Contractor shall keep copies of the drawings and specifications for this contract and shall at all times make these available to the Contracting Officer's Representatives (COR) upon request. Any item provided for in the specifications or drawings shall be considered as being shown or provided for in both. In any case of discrepancy in the figures of drawings, the matter shall be immediately brought to attention of the COR, without whose decision said discrepancy shall not be adjusted by the Contractor, save only at its own risk and expense. The COR may furnish from time to time such additional drawings or other information as the COR may consider necessary.

The Contracting Officer may, at any time, by written order, make changes in the drawing and/or specifications of this contract and within the general scope thereof. If such changes cause any increase in the amount due under this contract, or in the time required for its performance, the Contracting Officer shall approve such changes and issue a modification to reflect such changes in writing. Changes in the scope of performance, or changes which result in increase of the cost, must be approved by the Contracting Officer by modifications.

B.6 Materials and Work Standards

B.6.1 Unless otherwise specified herein, all the materials to be used for the contracted work shall be new and meet or exceed the Japanese Industrial Standard (JIS) and Japan National Electrical Codes. The Contractor shall provide COR a hazardous material (HM) in inventory and material safety data sheets (MSDS) before such HM comes to work site or used for the contracted work.

All the work and procedures in the contract shall be performed in conformity to the specifications and drawings. Unless otherwise stipulated herein, all the work required under this contract shall be accomplished in conformity to the followings: (1) Japan Electrical Codes for Building Manufacturer's and (2) Specifications for installation of simultaneous interpretation system.

B.6.2 The Contractor shall at all times enforce strict discipline, good order among his/her employees and assure workmanship of quality. The Contractor shall insure that all personnel employed in the performance of this contract are qualified and process the necessary licenses required in their respective trades. The Contractor shall obtain all required licenses and permits at no additional cost to the U.S. Government, shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the contact work, and shall further be responsible for the proper care and protection of all materials delivered and

work performed until completion and final acceptance. The Contractor agrees to release the U.S. Government from all damages or claims arising from work covered by this contract.

B.6.3 All work, either in progress or in completed state under this contract, shall be continuously protected by the Contractor against damage, and shall be so secured as to preclude any accidents or damages to adjacent property or personnel, until turn over to and accepted by the U.S. Government. Protective clothing will be worn at all times by the Contractor employees during the execution of this area prior to turnover to the U.S. Government. The Contractor shall not display signs or advertisements at any time on or adjacent to the premises.

B.7 Working Hours

The Contractor shall prepare and arrange its schedule for this contract work. Should the Contractor need to work in the premises other than the specified dates, the Contractor shall submit a written request for changes or alterations of the schedule to the COR approval. In order to minimize disruption of activities of the following offices, the Contractor shall make arrangement of schedule and coordinate with their personnel in charge. The Contractor shall make necessary report to the building landlord through these personnel.

Open Hours: 08:30 through 17:30

Closed on Saturday, Sunday, and Japanese/American holidays observed by the U.S. Embassy Tokyo.

B.8 The Contractor shall be responsible for keeping the work areas clean and neat. After completion of work, the Contractor shall clean the work areas in vacuum-clean conditions. The Contractor shall dispose of all debris left over from the contracted work, unless otherwise stipulated herein, outside the Embassy and American Centers in accordance with applicable local codes for industrial waste disposal.

B.9 Test operation

After all the installations are completed, the Contractor shall perform test operation and adjustment of the installed system to insure that the system operate in conformity to the operation parameters intended. The Contractor shall record test operation data, prepare the test operation report and submit to the COR for verification and acceptance. If the test operation data and report do not meet the operation parameters intended, the COR may request the Contractor to redo the test operation and adjustment.

B.10 Contractor's Submittal

The Contractor shall submit a work schedule, setting forth date, time, contents of work, personnel and like. And, should unusual condition be found, the Contractor shall immediately report the status, its causes and countermeasures to the COR.

B.11 Work Guarantee

The Contractor shall guarantee all work completed under this contract for the period of one year from the date of work completion accepted by the COR. The Contractor shall repair and/or correct any found defects/deficiencies accordingly during this period at no cost to the U.S. Government.

Section C: Commercial Items Clauses for Purchase Order

C.1 FAR 52.252-2 Clauses Incorporated By Reference (FEB 1998)

This purchase order incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <https://www.acquisition.gov/far>

Department of State Acquisition Regulation (DOSAR) clauses may be accessed at: <http://www.statebuy.state.gov/dosar/dosartoc.htm>

C.2 Federal Acquisition Regulation (48 CFR Chapter 1) Clauses

NUMBER	TITLE	DATE
52.204-9	Personal Identity Verification of Contractor Personnel (<i>if contractor requires physical access to a federally-controlled facility or access to a Federal information system</i>)	JAN 2011
52.212-4	Contract Terms and Conditions - Commercial Items (<i>Alternate I (MAY 2014) of 52.212-4 applies if the order is time-and-materials or labor-hour</i>)	MAY 2014
52.225-19	Contractor Personnel in a Diplomatic or Consular Mission Outside the United States (<i>applies to services at danger pay posts only</i>)	MAR 2008
52.227-19	Commercial Computer Software License (<i>if order is for software</i>)	DEC 2007
52.228-3	Workers' Compensation Insurance (Defense Base Act) (<i>if order is for services and contractor employees are covered by Defense Base Act insurance</i>)	JUL 2014
52.228-4	Workers' Compensation and War-Hazard Insurance (<i>if order is for services and contractor employees are <u>not</u> covered by Defense Base Act insurance</i>)	APR 1984

C.3 The following FAR clause is provided in full text:

FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items (OCT 2014)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
 —Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)"(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

___(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

___(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509)).

___(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___√(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___(5) Reserved.

___(6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

___(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

___(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).

___(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

___(10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

___(11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

___(ii) Alternate I (Nov 2011) of 52.219-3.

___(12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (*if the offeror elects to waive the preference, it shall so indicate in its offer*) (15 U.S.C. 657a).

___(ii) Alternate I (Jan 2011) of 52.219-4.

___(13) Reserved.

___(14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

___(ii) Alternate I (Nov 2011).

___(iii) Alternate II (Nov 2011).

___(15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___(ii) Alternate I (Oct 1995) of 52.219-7.

___(iii) Alternate II (Mar 2004) of 52.219-7.

- ___(16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).
- ___(17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2014) (15 U.S.C. 637(d)(4)).
- ___(ii) Alternate I (Oct 2001) of 52.219-9.
- ___(iii) Alternate II (Oct 2001) of 52.219-9.
- ___(iv) Alternate III (Oct 2014) of 52.219-9.
- ___(18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- ___(19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- ___(20) 52.219-16, Liquidated Damages-Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___(21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- ___(22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ___(23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- ___(24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- ___(25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- √ ___(26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- ___(27) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ___(28) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ___(29) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).
- ___(30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- ___(31) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).
- ___(32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ___(33) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). *(Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)*
- ___(34)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). *(Not applicable to the acquisition of commercially available off-the-shelf items.)*
- ___(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). *(Not applicable to the acquisition of commercially available off-the-shelf items.)*
- ___(35)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O. 13423 and 13514).
- ___(ii) Alternate I (Jun 2014) of 52.223-13.
- ___(36)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (E.O. 13423 and 13514).

- ____(ii) Alternate I (Jun 2014) of 52.223-14.
- ____(37) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- ____(38)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Jun 2014) (E.O. 13423 and 13514).
- ____(ii) Alternate I (Jun 2014) of 52.223-16.
- √ (39) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- ____(40) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).
- ____(41)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ____(ii) Alternate I (May 2014) of 52.225-3.
- ____(iii) Alternate II (May 2014) of 52.225-3.
- ____(iv) Alternate III (May 2014) of 52.225-3.
- ____(42) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- √ (43) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ____(44) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ____(45) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ____(46) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- √ (47) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ____(48) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- √ (49) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ____(50) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ____(51) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- ____(52) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ____(53)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- ____(ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- ___(1) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
- ___(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ___(3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ___(4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ___(5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- ___(6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- ___(7) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O.13495).
- ___(8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).
- ___(9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of

type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).
- (ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.
- (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (v) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).
- (vi) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (vii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).
- (viii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (ix) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
- (x) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
- ____ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (xi) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xiii) 52.222-54, Employment Eligibility Verification (Aug 2013).
- (xiv) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

- (xv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xvi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

C.4 Department of State Acquisition Regulation (48 CFR Chapter 6)
Clauses

NUMBER	TITLE	DATE
652.225-71	Section 8(a) of the Export Administration Act of 1979, As Amended (<i>if order exceeds simplified acquisition threshold</i>)	AUG 1999
652.229-70	Excise Tax Exemption Statement for Contractors Within the United States (<i>for supplies to be delivered to an overseas post</i>)	JUL 1988
652.229-71	Personal Property Disposition at Posts Abroad	AUG 1999
652.237-72	Observance of Legal Holidays and Administrative Leave (<i>for services where performance will be on-site in a Department of State facility</i>)	APR 2004
652.239-71	Security Requirements for Unclassified Information Technology Resources (<i>for orders that include information technology resources or services in which the contractor will have physical or electronic access to Department information that directly supports the mission of the Department</i>)	SEP 2007
652.242-70	Contracting Officer's Representative "The COR is the Administrative Advisor of Public Affairs Section at the U.S. Embassy Tokyo."	AUG 1999
652.242-71	Notice of Shipments (<i>for overseas shipment of supplies</i>)	JUL 1988
652.242-73	Authorization and Performance	AUG 1999
652.243-70	Notices	AUG 1999

C.5 Department of State Acquisition Regulation (48 CFR Chapter 6)
Clauses

The following clause is provided in full text, and is applicable for orders for services that will require contractor employees to perform on-site at a DOS location and/or that require contractor employees to have access to DOS information systems:

DOSAR 652.204-70 Department of State Personal Identification Card Issuance Procedures (MAY 2011)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm>.

Section D: Solicitation Provisions and Evaluation Factors

D.1 Solicitation Provisions

- a. FAR 52.212-1, Instructions to Offerors - Commercial Items (JUN 2008), is incorporated by reference.

Addendum to 52.212-1: none

- b. The quoter shall complete and submit one copy of the following:

- (1) Standard Form 18 (1st page - complete blocks 11(f), 13, 14, 15, and 16c); and

- (2) Section A: Prices. Please include a breakdown (for reference purpose only).

Quotations may be submitted by facsimile at 03-3224-5179 and received by no later than **4:00 p.m., Tuesday, August 25, 2015 (local time)**. No quotations will be accepted after this time.

D.2 Evaluation Factors

- a. Award will be made to the responsible quoter submitting an acceptable quotation at the lowest price.
- b. The U.S. Government reserves the right to reject proposals that are unreasonably low or high in price.
- c. The lowest price will be determined by the price shown in subsection A.2 Pricing.
- d. The U.S. Government will determine quoter acceptability by assessing the quoter's compliance with the terms of the Request for Quotations.

D.3 The U.S. Government intends to award a contract to the responsible company submitting an acceptable quotation at the lowest price. We intend to award a contract/purchase order based on initial quotations, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

Attachment 1 - DVC System Structure

